

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN**

---

**12FIVE CAPITAL, LLC,**

**Plaintiff,**

**v.**

**Case No. 24-CV-1355**

**BRC LOGS, LUMBAR  
AND FLOORING, LLC, et al.,**

**Defendants.**

---

**ORDER**

---

Plaintiff 12Five Capital, LLC brought this action for breach of contract and unjust enrichment against Benada Flooring Products. (ECF No. 57.) The action relates to certain accounts Benada owed to defendant BRC Logs, Lumber, and Flooring, LLC, which 12Five purchased through a lease agreement with BRC. (ECF No. 57 at 3-6.)

After filing its Second Amended Complaint (ECF No. 57) adding Benada as a party, 12Five properly served Benada. (ECF No. 58.) The deadline for Benada to respond to the Second Amended Complaint passed without it answering or otherwise responding. 12Five then filed an application for entry of default, and the Clerk subsequently granted default against Benada on July 22, 2025. (ECF No. 63.) 12Five now moves for default judgment. (ECF No. 65.)

12Five's motion is **GRANTED**. Benada was properly served, and the Court finds that it has personal jurisdiction over Benada as it is a resident of Wisconsin. Fed. R. Civ. P. 4(k). The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1332, 1346(b), and 1367. Benada did not respond to the Second Amended Complaint nor to the Clerk's entry of default, which entitles 12Five to default judgment. Fed. R. Civ. P. 55; *see also Merrill Lynch Mortg. Corp. v. Narayan*, 908 F.2d 246, 251 (7th Cir. 1990). The damages pled against Benada in the Second Amended Complaint were specific in nature, capable of ascertainment, and supported by ample evidence, and thus default may be entered against it for the amount pled therein without the need for a hearing on damages. Fed. R. Civ. P. 55(b); *e360 Insight v. The Spamhaus Project*, 500 F.3d 594, 602 (7th Cir. 2007).

**IT IS THEREFORE ORDERED** that judgment be entered in favor of 12Five Capital, LLC and against Benada Flooring Products in the amount of \$272,000.60, plus costs in the amount of \$465.00.

Dated at Green Bay, Wisconsin this 25th day of July, 2025.

s/ Byron B. Conway  
BYRON B. CONWAY  
United States District Judge